

CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my engagement with Warren for President, Inc. (the "**Organization**") (whether as an employee, volunteer, independent contractor or other service provider (as applicable)), the training, contacts and experience that I may receive in connection with such engagement, the compensation that I may receive from the Organization in connection with such engagement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

Section 1. Definitions

The following terms have the following specified meanings:

"Confidential Information" means any and all data, lists, models, analytics, tools, digital assets, other assets, opportunities, contracts, technology and proprietary information of the Organization, as well as any and all other information related to the projects, plans, activities, needs, strategies, finances, business, products, services, operations or other affairs of the Organization or its affiliates, tangible or intangible, that is not generally available to the public, and that: (a) is conceived, compiled, developed or discovered by me, whether solely or jointly with others, during the Term, or (b) is or has been received or otherwise becomes known to me in connection with my engagement. Affiliates of the Organization shall include, but are not limited to, any previous authorized campaign committees of Senator Warren. Confidential Information also includes any information that has been made available to the Organization by any third party and which the Organization is obligated to keep confidential. Confidential Information does not include claims of sexual harassment or sexual assault, or the underlying facts and circumstances related to such claims. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Information shall be deemed to be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not I have been notified that such information is Confidential Information.

"Inventions and Works" means any composition, work of authorship, software, technology or digital product, technique, know-how, algorithm, code, program, method, model, analytics, process, procedure, improvement, invention or discovery, whether or not patentable or copyrightable and whether or not reduced to practice, that is (a) within the scope of the Organization's business, operations, products, services, research, investigations or affairs or results from or is suggested by any work or other services performed by me for the Organization and (b) created, conceived, reduced to practice, developed, discovered, invented or made by me during the Term, whether solely or jointly with others, and whether or not while engaged in performing work for the Organization.

"Materials" means any product, prototype, sample, model, document, diskette, drive, tape, picture, drawing, design, recording, report, proposal, paper, note, writing or other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic or other form, any Confidential Information or Invention and Works.

"Proprietary Right" means any patent, copyright, mask work, trade secret, trademark, trade name, service mark or other proprietary and/or intellectual property right in any Confidential Information, Inventions and Works or Materials.

"Term" means the period beginning on the first day of my engagement with the Organization, whether on or prior to the date set forth below and whether on a full-time or part-time basis, through the last day of such engagement.

Section 2. Confidential Information, Inventions and Works, and Materials

2.1 As between the Organization and me, the Organization is and will be the sole owner of all Confidential Information, Inventions and Works, Materials and Proprietary Rights. To the extent eligible for such treatment, all Inventions and Works will constitute "works made for hire" under applicable copyright laws.

2.2 I hereby irrevocably assign and transfer to the Organization all right, title and interest that I may now or later have in the Confidential Information, Inventions and Works, Materials and Proprietary Rights, subject to any limitations set forth under applicable law. This assignment and transfer is independent of any obligation or commitment made to me by the Organization. Further, I hereby waive any moral rights that I may have in or to any Confidential Information, Inventions and Works, Materials and Proprietary Rights. I will take such action (including, without limitation, the execution, acknowledgement, delivery and assistance in the preparation of documents or the giving of testimony) as may be requested by the Organization to evidence, transfer, vest or confirm the Organization's right, title and interest in the Confidential Information, Inventions and Works, Materials and Proprietary Rights, and the license rights described in Section 2.4 below. I will not contest the validity of any Proprietary Rights.

2.3 Except as required for performance of my services for the Organization or as authorized in writing by the Organization, I will not (a) use, disclose, publish, distribute, divulge, furnish, make accessible or permit the disclosure to anyone (other than Organization or other persons employed or designated by Organization) any Confidential Information, Inventions and Works or Materials, or (b) remove any Materials from the Organization's premises. I will hold all Materials in trust for the Organization and I will deliver them to the Organization upon request and in any event at the end of the Term. Without limiting any of my other obligations under this Confidential Information Agreement (this "**Agreement**"), I will not communicate with any member of the press,

including without limitation representatives of both print and digital media, regarding any aspect of this Agreement, the Organization, the services performed by me in connection with my engagement with the Organization or any Confidential Information, without the express prior written approval of Organization. I shall promptly refer all queries from the press, in whatever form or circumstances they are made, to the permanent staff of the Organization.

2.4 I hereby irrevocably grant to the Organization, to the full extent of my rights in and to the same, a fully paid-up, perpetual, worldwide right and license, with the right to sublicense, disclose, offer, distribute, import, make, have made, make derivative works of, use and otherwise exploit any trade secrets, copyrights, Confidential Information, Inventions and Works belonging to me or any third party that I disclose to the Organization or its personnel or use in any Inventions and Works or Materials.

NOTICE: Notwithstanding any other provision of this Agreement to the contrary, and subject to applicable law in the state in which I live during the Term, this Agreement does not obligate me to assign to the Organization any of my rights in intellectual property for which no equipment, supplies, facilities or trade secret information of the Organization was used and which was developed entirely on my own time, unless (a) such intellectual property relates (i) to the business of the Organization or (ii) to the Organization's actual or demonstrably anticipated research or development, or (b) the invention results from any services performed by me for the Organization.

2.5 I will promptly disclose to the Organization all Confidential Information, Inventions and Works and Materials, as well as any business opportunity that comes to my attention during the Term and which relates to the business, operations, products, services or affairs of the Organization or which arises as a result of my engagement by the Organization. I will not take advantage of or divert any such opportunity for the benefit of myself or anyone else during the Term without the prior written consent of the Organization.

Section 3. Other Obligations

3.1 My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to the Organization will not cause any breach, default or violation of any employment, nondisclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound.

3.2 I will not use in performance of my work for the Organization or disclose to the Organization any trade secret, confidential or proprietary information of any prior employer or other person or entity if and to the extent that such use or disclosure may cause any breach, default or violation of any obligation or duty that I owe to such other person or entity.

3.3 I will not (a) make any false or misleading representations or statements with regard to the
CONFIDENTIAL INFORMATION AGREEMENT

Organization or the business, operations, products, services or affairs of the Organization, or (b) make any statement that may impair or otherwise adversely affect the goodwill or reputation of the Organization.

3.4 During the Term and for a period of one (1) year after the end of the Term, I will not induce, or attempt to induce, any employee or consultant of the Organization to leave such employment or service relationship to engage in, be employed by, perform services for, participate in or otherwise be connected with, either directly or indirectly, me or any enterprise with which I am in any way associated.

3.5 I will not make any recording, transmittal or record of any kind, including but not limited to photographs, videotapes, audio recordings or streaming, in or around the offices of the Organization, of any employee, volunteer or agent of the Organization, of Senator Warren, or at any meeting or event involving or discussing the Organization or its work that is not open to the general public (collectively, "**Organization Recordings**"). The foregoing shall not apply to Organization Recordings for which I have the prior and specific approval by the Organization to make in the course of performing services for the Organization. The Organization retains the exclusive copyright to any and all Organization Recordings, unless otherwise noted, including but not limited to any and all photographs, videotapes and other recordings of any kind of taken at Organization events or on Organization property.

Section 4. Miscellaneous

4.1 This Agreement is not a contract of employment. Unless otherwise set forth in a written agreement signed by me and the Organization, my engagement with the Organization is "at will" and may be terminated at any time, with or without cause, by me or the Organization. This Agreement will survive any termination of the Term or my engagement.

4.2 In the event of any breach of or default under this Agreement by me, the Organization may suffer irreparable harm and have no adequate remedy at law. In the event of any such breach or default, or any threat of such breach or default, the Organization will be entitled to injunctive relief, specific performance and other equitable relief. Further, in any legal action or other proceeding in connection with this Agreement, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding. The rights and remedies of the Organization under this Section 4.2 are in addition to, and not in lieu of, any other right or remedy afforded to the Organization under any other provision of this Agreement, by law or otherwise.

4.3 This Agreement will be enforced to the fullest

extent permitted by applicable law. If, for any reason, any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between the Organization and me. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, the provision will remain effective for such scope and duration as may be determined to be reasonable.

4.4 The failure of the Organization to insist upon or enforce strict performance of any other provisions of this Agreement, or to exercise any of its rights or remedies under this Agreement, will not be construed as a waiver or a relinquishment to any extent of the Organization's rights to assert or rely on any such provision, right or remedy in that or any instance; rather, the same will be and remain in full force and effect.

4.5 This Agreement sets forth the entire Agreement and supersedes any and all prior agreements between me and the Organization with regard to subject matter herein. This Agreement is independent of any other written agreements between me and the Organization regarding other aspects of my engagement (if any). This Agreement may not be amended, except in a writing signed by me and an authorized representative of the Organization.

4.6 This Agreement will be governed by the laws of the District of Columbia without regard to its choice of law principles to the contrary. I irrevocably consent to the jurisdiction and venue of the district and federal courts located in the District of Columbia in connection with any action or claim related to this Agreement.

4.7 I have carefully read all of the provisions of this Agreement and agree that (a) the same are necessary for the reasonable and proper protection of the Organization's business, operations and affairs, (b) the Organization has been induced to enter into and continue its relationship with me in reliance upon my compliance with the provisions of this Agreement, (c) every provision of this Agreement is reasonable with respect to its scope and duration, and (d) I have received a copy of this Agreement.

* * *

This Confidential Information Agreement shall be effective as of the commencement of the Term.

[Signature Page Follows.]

ACKNOWLEDGED AND AGREED:

(Signature)

(Printed Name)

(Date)

(Address)

ACCEPTED:

ORGANIZATION: WARREN FOR PRESIDENT, INC.

(Signature)

(Printed Name/Title)

(Date)